



**NON-DISCLOSURE AGREEMENT (NDA)
BETWEEN
U.S. GENERAL SERVICES ADMINISTRATION (GSA)
FEDERAL SYSTEMS INTEGRATION AND MANAGEMENT CENTER (FEDSIM)
AND
BOOZ ALLEN HAMILTON (BAH)**

This agreement, made and entered into this _____ day of _____, 20XX (the “Effective Date”), is by and between GSA and BAH.

WHEREAS, BAH and GSA FEDSIM have entered into Contract Number 47QTCK18D0004, Task Order Number 47QFCA20XXXX for services supporting the Under Secretary of Defense (OUSD) Comptroller (C);

WHEREAS, BAH is providing professional IT services under the Task Order;

WHEREAS, the services required to support Advana Data Support involve certain information which the Government considers to be “Confidential Information”¹ as defined herein;

WHEREAS, GSA desires to have BAH’s support to accomplish the Task Order services and, therefore, must grant access to the Confidential Information;

WHEREAS, BAH through its work at a Government site may have access to Government systems or encounter information unrelated to performance of the Task Order which also is considered to be Confidential Information as defined herein;

WHEREAS, GSA on behalf of OUSD(C) desires to protect the confidentiality and use of such Confidential Information;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the parties agree as follows:

- 1. Definitions.** “Confidential Information” shall mean any of the following: (1) “contractor bid or proposal information” and “source selection information” as those terms are defined in 41 U.S.C. § 2101; (2) the trade secrets or proprietary information of other companies; (3) other information, whether owned or developed by the Government, that has not been previously made available to the public, such as the requirements, funding or budgeting data of the Government; and for contracts/orders providing acquisition assistance, this term specifically includes (4) past performance information, actual/proposed costs, overhead rates, profit, award fee determinations, contractor employee data of offerors/contractors, methods or procedures used to evaluate performance, assessments, ratings or deliberations developed in an evaluation process, the substance of any discussions or deliberations in an evaluation process, and any recommendations or decisions of the Government unless and until such decisions are publicly announced. This term is limited to unclassified information.

¹ This does not denote an official security classification.

2. **Limitations on Disclosure.** BAH agrees (and the BAH Task Order personnel must agree by separate written agreement with BAH) not to distribute, disclose or disseminate Confidential Information to unauthorized personnel under the Task Order.
3. **Agreements with Employees and Subcontractors.** BAH will require its employees and any subcontractors or subcontractor employees performing services for this Task Order to sign non-disclosure agreements obligating each employee/subcontractor employee to comply with the terms of this agreement. BAH shall maintain copies of each agreement on file and furnish them to the Government upon request.
4. **Statutory Restrictions Relating to Procurement Information.** BAH acknowledges that certain Confidential Information may be subject to restrictions in Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. § 2104), as amended, and disclosures may result in criminal, civil, and/or administrative penalties. In addition, BAH acknowledges that 18 U.S.C. § 1905, a criminal statute, bars an employee of a private sector organization from divulging certain confidential business information unless authorized by law.
5. **Limitations on Use of Confidential Information.** BAH may obtain Confidential Information through performance of the Task Order orally or in writing. These disclosures or this access to information is being made upon the basis of the confidential relationship between the parties and, unless specifically authorized in accordance with this agreement, BAH will:
 - a. Use such Confidential Information for the sole purpose of performing the project support requirements detailed in the Task Order and for no other purpose;
 - b. Not make any copies of Confidential Information, in whole or in part;
 - c. Promptly notify GSA in writing of any unauthorized misappropriation, disclosure, or use by any person of the Confidential Information which may come to its attention and take all steps reasonably necessary to limit, stop or otherwise remedy such misappropriation, disclosure, or use caused or permitted by a BAH employee.
6. **Duties Respecting Third Parties.** If BAH will have access to the proprietary information of other companies in performing Task Order support services for the Government, BAH shall enter into agreements with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished. BAH agrees to maintain copies of these third party agreements and furnish them to the Government upon request in accordance with 48 C.F.R. § 9.505-4(b).
7. **Notice Concerning Organizational Conflicts of Interest.** BAH agrees that distribution, disclosure or dissemination of Confidential Information (whether authorized or unauthorized) within its corporate organization or affiliates, may lead to disqualification from participation in future Government procurements under the organizational conflict of interest rules of 48 C.F.R. § 9.5.
8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous oral or written representations with regard to protection of Confidential Information in performance of the subject Task Order. This Agreement may not be modified except in writing signed by both parties.
9. **Governing Law.** The laws of the United States shall govern this agreement.



10. Severability. If any provision of this Agreement is invalid or unenforceable under the applicable law, the remaining provisions shall remain in effect.

In accordance with Public Law No. 108-447, Consolidated Act, 2005, the following is applicable:

These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 12958; section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b)(8) of title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, and 952 of title 18, United States Code, and section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive order and listed statutes are incorporated into this agreement and are controlling.

11. Beneficiaries. If information owned by an individual or entity not a party to this agreement is disclosed or misappropriated by BAH in breach of this agreement, such information owner is a third party beneficiary of this agreement. However, nothing herein shall create an independent right of action against the U.S. Government by any third party.

IN WITNESS WHEREOF, GSA and BAH have caused the Agreement to be executed as of the day and year first written above.

UNITED STATES GENERAL SERVICES ADMINISTRATION

Name

Date

Contracting Officer

BAH

Name*

Date

Title

*Person must have the authority to bind the company.